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Tarrant County Texas

Official Public Records

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Suzanne Henderson

Submitter: SIMPLIFILE

AMENDMENT AND EXTENSION OF OIL AND GAS LEASE

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

Reference is here made to the following Oil and Gas Lease covering lands in Tarrant County, Texas:

Oil and Gas Lease dated March 18, 2008, between Tarrant County, Texas ("Lessor"), and XTO Energy Inc. ("Lessee"), which is recorded as a Memorandum of Oil and Gas Lease as Document Number D208121457 in the Official Public Records of Tarrant County, Texas (the "Lease").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby agree to amend the Lease as follows:

1. The phrase "two (2) years" is hereby deleted in Paragraph 2 of the Lease, and replaced with "three (3) years".
2. The phrase "In the absence of field rules," is hereby deleted from the second sentence in Paragraph 5 of the Lease.
3. The second paragraph of Section 7B is hereby deleted in its entirety and replaced with the following paragraph:

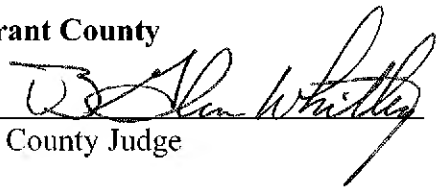
"In the event of any partial termination of the Lease as provided in Paragraph 7A, then, with regard to a well which is a horizontal well or a horizontally drilled well, Lessee shall be entitled to retain all sands and horizons at all depths from the surface down to a depth which is the stratigraphic equivalent of a depth of one hundred (100) feet below the base of the deepest producing formation in such well which is capable of producing oil or gas in paying quantities. Notwithstanding anything to the contrary, a Retained Tract for a horizontal well shall not exceed 420 acres, plus 10% tolerance, for gas, or 80 acres, plus 10% tolerance, for oil."

The undersigned Lessor hereby ratifies and confirms said Lease, and agrees and declares that said Lease, and all of its terms and provisions, as amended hereby, is binding on Lessor, its successors and assigns. In the event the Lease has terminated prior to this date, Lessor hereby executes this Amendment and Extension of Oil and Gas Lease for the purpose of reviving the Lease, and hereby recognizes the Lease as a valid and subsisting oil and gas lease; and Lessor does hereby lease, demise and let the lands described in the Lease to Lessee, its successors and assigns, in accordance with all of the terms of the Lease, as amended hereby.

DATED the 1ST day of JUNE, 2010.

LESSOR:

Tarrant County

By: 
County Judge

ATTEST:

By: 
County Clerk

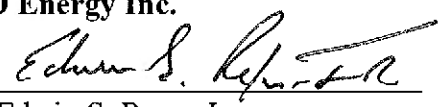
APPROVED AS TO FORM:

By: 
District Attorney

Date: 6/1/10

LESSEE:

XTO Energy Inc.

By: 
Edwin S. Ryan, Jr.
Senior Vice-President-Land Administration

Date: 5/7/10

STATE OF TEXAS §
COUNTY OF Tarrant §

Before me, the undersigned, a Notary Public, on this day personally appeared Edwin S. Ryan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged, that (s)he has executed the same for the purposes and consideration there in expressed.

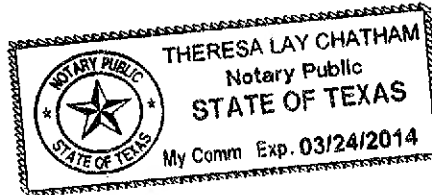
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May, 2010.

(Seal)

Theresa Lay Chatham
Notary Public in and for the State of Texas

My Commission Expires:

3.24.2014



STATE OF TEXAS §
COUNTY OF Tarrant §

Before me, the undersigned, a Notary Public, on this day personally appeared B. Glen Whitley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged, that (s)he has executed the same for the purposes and consideration there in expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 2010.

(Seal)

Grace C. Rhoden
Notary Public in and for the State of Texas

My Commission Expires:

2-28-2013

